

Contract no. 233

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A G R E E M E N T
between the
BOROUGH OF WALDWICK
and the
WALDWICK PUBLIC WORKS
EMPLOYEES ASSOCIATION
for the period beginning
JANUARY 1, 1992
and ending
DECEMBER 31, 1994

TABLE OF CONTENTS

		<u>Page</u>
PREAMBLE		1
ARTICLE I	ASSOCIATION RECOGNITION	1
ARTICLE II	EXCLUSIVELY OF ASSOCIATION REPRESENTATION	2
ARTICLE III	COLLECTIVE NEGOTIATING	2
ARTICLE IV	MANAGEMENT	2
ARTICLE V	NO STRIKE	3
ARTICLE VI	DATA FOR FUTURE BARGAINING	3
ARTICLE VII	WAGES, WORK DAY, WORK WEEK AND OVERTIME, ETC.	4
ARTICLE VIII	VACATIONS	8
ARTICLE IX	HOLIDAYS	9
ARTICLE X	SICK LEAVE	9
ARTICLE XI	WORK INCURRED INJURY	10
ARTICLE XII	PERSONAL LEAVE	11
ARTICLE XIII	BEREAVEMENT	11
ARTICLE XIV	LEAVE OF ABSENCE	11
ARTICLE XV	SALARIES	12
ARTICLE XVI	MEDICAL COVERAGE	12
ARTICLE XVII	INSURANCE	12
ARTICLE XVIII	SENIORITY, LAYOFF, PROMOTIONS TRAINING	12
ARTICLE XIX	MILITARY LEAVE	13
ARTICLE XX	PENSION	13
ARTICLE XXI	GRIEVANCE PROCEDURE	13
ARTICLE XXII	ARBITRATION	14
ARTICLE XXIII	OTHER MISCELLANEOUS PROVISIONS	14
ARTICLE XXIV	DURATION	15
SCHEDULE A	VACATIONS	17
SCHEDULE B	SALARIES	18

GENERAL AGREEMENT

THIS AGREEMENT, made as of the *28th* day of *August*, 1992 BETWEEN the BOROUGH OF WALDWICK, a municipal corporation in the County of Bergen and State of New Jersey hereinafter referred to as the "BOROUGH"; AND THE WALDWICK PUBLIC WORKS EMPLOYEES ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

WHEREAS, it is the intent and purpose of the Parties to promote and improve the harmonious relations between the employer Borough and the Employees of the Department of Public Works and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and to further promote and improve Employee efficiency and productivity.

WHEREAS, the parties do hereby acknowledge that this Agreement is the result of collective negotiations.

NOW, THEREFORE, in consideration of the premises and the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I: ASSOCIATION RECOGNITION

1. The BOROUGH recognizes the ASSOCIATION as the sole and exclusive representative for the purpose of collective negotiation with respect to all negotiable items of employment of all employees active and retired, other than the Superintendent, employed in the Borough's Public Works Department, excluding professional employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.
2. No Employee shall be compelled to join the ASSOCIATION but shall have the option to voluntarily join said ASSOCIATION.
3. The term Employee as used herein shall be defined to include the plural as well as the singular, and to include females as well as males, where applicable.
4. The BOROUGH agrees to payroll deduction, on a monthly basis, of the dues of members of the ASSOCIATION. A written list of members of the ASSOCIATION and the amount to be deducted will be

given to the Borough Clerk. A check for the total amount deducted will be sent to the ASSOCIATION on a monthly basis.

ARTICLE II: EXCLUSIVITY OF ASSOCIATION REPRESENTATION

1. The BOROUGH agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized ASSOCIATION with regard to the terms and conditions of employment of personnel covered by the Agreement during the term hereof. Any new job classifications that fall within the range of work presently performed by Employees in the bargaining unit shall automatically be included within the ASSOCIATION'S jurisdiction.

2. The duly authorizing negotiating agent of either the BOROUGH or the ASSOCIATION is not required to be an Employee of or connected with the BOROUGH.

ARTICLE III: COLLECTIVE NEGOTIATING

1. Collective negotiation with respect to rates of pay, hours of work or conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Ordinarily, not more than three (3) additional representatives of each party shall participate in collective negotiating meetings.

2. Collective negotiating meetings shall be held at times and places mutually convenient at the request of either the BOROUGH or the ASSOCIATION and not otherwise inconsistent with applicable law.

3. Employees of the BOROUGH who may be designated by the ASSOCIATION to participate in collective negotiating meetings or the grievance procedure hereinafter provided for or otherwise for the enforcement of the Agreement will be excused from their BOROUGH work assignments with compensation by the BOROUGH provided their absence would not seriously interfere with the BOROUGH'S operations. The ASSOCIATION shall furnish the BOROUGH in writing the names of its representative and the alternates and notify the BOROUGH of any changes. Unless impractical, such procedures shall be held after work hours and shall be noncompensatory.

ARTICLE IV: MANAGEMENT

1. Nothing in this Agreement shall interfere with the right of the BOROUGH in accordance with applicable law, rules and regulations to:

(a) carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible;

(b) manage Employees of the BOROUGH, including the right to hire, promote, transfer, assign or retain Employees in positions with the BOROUGH;

(c) suspend, demote, discharge, or take other appropriate disciplinary action against an Employee for reasonable cause, or to lay off Employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive;

(d) maintain the efficiency of the government operations entrusted to the BOROUGH;

(e) take whatever actions may be necessary to carry out the responsibilities of the BOROUGH in situations of emergency.

2. Nothing contained herein shall be construed to deny or restrict the BOROUGH of its rights, responsibilities, and authority, under N.J.S. Title 11, 40 and 40A, or any other federal, state, county or applicable laws and regulations.

ARTICLE V: NO STRIKE

1. Neither the ASSOCIATION nor its members shall engage in or participate in, directly or indirectly, strikes of any kind, slowdowns, job actions, work stoppages, sit-downs, sick call actions, boycotts or any other form of interference with BOROUGH operations. In the event of any of the aforesaid, the ASSOCIATION will use its best efforts to end any of the above, order it stopped and return the men to work and will immediately post notices and communications to the members of the ASSOCIATION that the ASSOCIATION does not support such violation.

2. The BOROUGH shall not engage in any lockout of Employees during the term hereof.

ARTICLE VI: DATA FOR FUTURE BARGAINING

Each party agrees to make available to each other all relevant data which is in its possession and control, is not privileged and which each party may require to bargain collectively concerning negotiable matters.

ARTICLE VII: WAGES, WORK DAY, WORK WEEK AND OVERTIME, ETC.

1. (a) The normal work day shall consist of a 24 hour period starting at 7 a.m. and ending at 7 a.m. the following day. The normal day shift hours shall be from 7 a.m. to 3:30 p.m., inclusive of the 45 minute meal break. Forty hours per week shall be the normal work week in the Department of Public Works. In the event the BOROUGH should institute any different work schedule or shifts, which require work on a regular shift to extend after 3:30 p.m., or start before 7:00 a.m., the parties agree to reopen negotiations with regard to a wage differential and assignment of personnel.

The above starting and quitting time may be reasonably varied for several operations or in emergency by the BOROUGH. If varied, then the normal work day will be the 24 hour period starting with the varied starting time.

(b) Employees designated to act as sweeper-operators may be required to begin their day's work prior to 7:00 a.m., if so assigned by the Superintendent of the Department of Public Works.

2. (a) To the extent reasonably possible, overtime assignments shall be evenly distributed throughout the department.

(b) Reasonable notice required: Whenever overtime work is necessary, the Employee shall be informed as soon as possible; when planned or known in the morning, the Employee shall be informed prior to lunch hour; thereafter, when overtime work is unexpectedly required, notice shall immediately be given to the designated Employee.

(c) Whenever work is performed other and during normal day shift, or during a shift which has been varied for seasonal operations, the Employee shall receive overtime compensation. An Employee shall be compensated for such overtime work at the rate of "time and one-half". Provided it is technically and economically feasible overtime compensation shall be designated on the Employee's check.

(d) Work performed on holidays shall be compensated for at the rate of double time, plus the day's pay. For work performed on a holiday which falls on a weekend, notwithstanding that such holiday may be celebrated on a weekday, double time shall apply. For example, if the traditional holiday is on a Sunday, but is celebrated as a legal holiday on Monday, compensation shall be paid as follows: For work performed on Sunday, double time shall apply. If a traditional holiday is on a Saturday, but is celebrated as a legal holiday on Friday, compensation shall be paid as follows: For work performed on Saturday, double time shall apply. For work on Friday, time and one-half shall apply.

In the event a legal holiday and a traditional holiday is on the same day, double time shall apply.

(e) (i) Court time: Court time, as referred to in this Article, shall consist of all time, excluding regular hours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding, or other Courts or Administrative Bodies for reasons arising out of or related to his municipal work. All such required court time shall be compensated at regular time during the normal day shift and at time and one-half other than during the normal day shift.

(ii) When an Employee covered under this Agreement shall be required to travel to and from any Court or Administrative Body, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, if any is due under subparagraph 2(e)(i) above. Provided, however, that such travel time shall be computed between the Borough of Waldwick and the pertinent court or administrative body, except that there shall be no overtime computation or payment for travel time when the pertinent Court or Administrative Body is within five (5) miles of the Borough of Waldwick.

(iii) The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or Administrative Body, together with any applicable travel time to and from the Borough of Waldwick provided, however, that the Employee's entitlement to overtime under this Article shall not be less than one hour overtime pay.

(iv) In addition, an Employee shall receive necessary time off with full regular pay for appearances in or attendance at any legal proceedings if the Employee is required by law to attend the same, except those cases wherein the Employee is a party.

3. Stand-by Time: Stand-by time is required of all employees.

(a) Stand-by shall be defined as being available for any emergency which may arise over and beyond the Employee's normal day shift.

(b) A list of those Employees to be assigned to stand-by duty for each week of the year shall be posted within five (5) days from the date hereof and thereafter not later than ten (10) days prior to January 1st of each year until a new Agreement has been negotiated. At least one (1) Employee shall be so assigned for each week of the year. The BOROUGH may change such assignments when reasonably necessary due to Employee terminations, hirings, promotion, illnesses or other incapacity.

(c) In the event a designated Employee is unable, for any reason, to be on stand-by he shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate superior within a reasonable time prior to the commencement of such stand-by duty.

(d) Each Employee designated for stand-by duty shall be compensated for purely stand-by (i.e. on-call) time in the sum of \$144.64 during 1992; \$151.87 during 1993, and \$159.46 during 1994 for the period beginning Friday at the end of his regular shift and ending the following Friday with the end of his regular shift. On holidays the stand-by crew, when called upon to do any work, shall receive double-time compensation, and on weekends, time and one-half compensation, each in addition to the aforesaid stand-by pay.

(e) Whenever such Employee is actually required to perform duties or to report to a designated location, he shall receive, in addition to the compensation provided for in subparagraph (d) immediately above, overtime compensation. Performance of duties for overtime compensation purposes shall not, however, include turning pumps off and locking up.

4. Recall: Any Employee who is called back to work after having completed his normal day shift shall be compensated at time and one-half with a minimum guarantee of two (2) hours.

5. Longevity: Longevity shall be paid at the rate of 1% of base pay at the beginning of the 5th year of service and an additional .375% at the beginning of each additional year of service up to twenty years service and thereafter at 8-1/2%. Longevity payments shall be made to coincide with regular payments and shall be subject to retirement system deductions. Employees hired after January 1, 1992 will not be entitled to longevity payments. The BOROUGH agrees to preserve the longevity benefit for those hired prior to January 1, 1992 in subsequent contracts.

6. Clothing: The BOROUGH shall provide an adequate supply of the following items:

- (a) 5 Long Sleeve Shirts
- (b) 5 Short Sleeve Shirts
- (c) 5 Trousers
- (d) 2 Summer Jackets
- (e) 2 Winter Jackets
- (f) 1 Coverall
- (g) 1 Rain Suit
- (h) 2 Pairs of Work Shoes (Reimbursement to Employee up to \$150.00)
- (i) 1 Pair of Hip Boots
- (j) 1 Pair of Over Shoe Boots, 18"
- (k) 1 Helmet, with liner
- (l) 1 Safety Goggles
- (m) 1 Hearing Protector
- (n) 1 Flash Light
- (o) 1 Badge
- (p) 3 Pairs of Work Gloves, (April 1st distributed)

The BOROUGH shall consult with the ASSOCIATION concerning the quality of the aforesaid items, prior to purchase thereof. The BOROUGH shall continue to provide cleaning services for such items and shall replace the same as necessary due to normal wear and tear.

7. Miscellaneous Reimbursements:

The BOROUGH agrees to reimburse the membership for the cost of the initial CDL license fee at a rate not to exceed \$35.00 per employee. The BOROUGH also agrees to reimburse an Employee for the cost of glasses broken on the job provided that a safety strap was worn at the time of the incident. The reimbursement will be limited to the cost of a comparable pair of glasses like the ones broken.

8. Volunteer Service Organization Membership: In the event any Employee of this ASSOCIATION is also a member of the Waldwick Volunteer Ambulance Corps or the Waldwick Volunteer Fire Department and is unable to report to work at his scheduled time (or is unable to report at all) because as such a volunteer the member is on an emergency call, he shall notify his superior as soon as he is reasonably able to do so. No such Employee shall be penalized in any manner as a result of his volunteer status; he shall be paid for such lost time as though he had reported to work and, in fact, did work his scheduled shift. It is understood that such volunteer shall report to work as soon as his volunteer duty has been completed unless he is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand reasonable proof of such emergency volunteer duty and the duration thereof. No Employee shall be prevented from leaving his job for emergency volunteer duty. No Employee shall be penalized with respect to his volunteer status as a result of such action.

9. Rest Periods, Etc:

(a) All Employees shall receive one (1) twenty (20) minute rest period reasonably near or between 8:30 and 8:50 a.m. each day without deduction in pay inclusive of travel time.

(b) If presently required by Civil Service, all Employees shall receive two (2) wash-up periods each day without deduction in pay; one ten (10) minute period before lunch hour and one ten (10) minute period immediately before quitting. However, on pay day, an Employee shall have the option of not taking the ten (10) minute wash-up period before quitting and instead leave at 3:20 p.m.

(c) Drivers performing emergency snow plowing work for more than four (4) consecutive hours after a scheduled eight (8) hour day may take a paid rest period of one-half (1/2) hour. In addition, within a four (4) hour period of such emergency snow removal work, a paid fifteen (15) minute coffee break may be taken.

ARTICLE VIII: VACATIONS

1. The vacation allowance shall be as set forth in this Agreement in Schedule "A". The BOROUGH shall post and update each week a list of the remaining vacation days of each Employee.

2. When in any calendar year, the vacation or any part thereof is not taken by the Employee or is not granted by reason of pressure of municipal business, such vacation periods shall accumulate, but may not be carried over for more than one (1) calendar year.

3. If an Employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post-hospital, recuperation period charged against sick leave, at his option, upon proof of hospitalization and a physician's certificate.

4. Unless necessary, no Employee who is on vacation shall be recalled.

5. If an official holiday occurs during an Employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

6. To the extent possible, the choice of which vacations each Employee shall have, shall be determined by a seniority schedule. All vacation requests must receive prior approval of the Superintendent. These requests will not be unreasonably denied. Vacation requests of more than five (5) working days for each calendar year, must be submitted prior to April 15th of that year and be approved by the Superintendent. Any requests submitted after April 15th will be granted according to departmental needs and not on a seniority basis.

7. Vacations may be taken in segments. However, when fragmenting vacations, less than five (5) continuous working days of vacation may be taken without the prior approval of the Superintendent.

8. It shall be permissible for four (4) Department of Public Works Employees to be on vacation at the same time, providing it does not seriously impair the functions of the Department as determined by the Superintendent. Such permission shall not be unreasonably denied.

9. Subject to the provisions of this Article, vacation days shall vest as earned and vacation time, as determined by the Employee's anniversary date, may be taken in full at any time in the year, provided, such Employee shall reimburse the BOROUGH for any unearned vacation time, pro rata, if he leaves the employ of the BOROUGH during the year said vacation is taken, other than due to disability, retirement or death.

10. Earned but unused vacation time shall be paid, pro rata, to any Employee, or his legal representative upon disability, retirement or death.

ARTICLE IX: HOLIDAYS

1. All Employees shall be entitled to receive thirteen (13) paid holidays per year, in accordance with the following schedule of holidays:

New Year's Day
 Lincoln's Birthday
 Washington's Birthday
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Election Day
 Veteran's Day
 Thanksgiving Day
 Day after Thanksgiving
 Christmas Day

2. In the event it is necessary for Employees to work on holidays, to the extent possible, the choice of which holidays each Employee shall be off duty shall be determined by a rotating seniority schedule which shall be administered in the same fashion as the vacation roster.

ARTICLE X: SICK LEAVE

1. All permanent full-time Employees covered by this agreement shall be granted sick leave with pay of one (1) working day for every month of service during the remainder of their first calendar year of service and fifteen (15) working days in each calendar year thereafter, which shall accumulate from year to year. The BOROUGH shall post and update each week a list of remaining days of sick leave of each Employee.

2. An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness, if requested by the BOROUGH and not in violation of Civil Service requirements.

3. All covered personnel shall be entitled to credit of unused accumulated sick leave time at the time of retirement provided, however, that no Employee shall be given credit for accumulated sick leave time beyond 130 working days. All Employees hired between January 1, 1988 and December 31, 1991 shall only be entitled to accumulate 65 working days in sick leave time. Employees hired after January 1, 1992 are not eligible for this benefit. The BOROUGH agrees to preserve the appropriate benefit for Employees hired prior to January 1, 1992 in subsequent contracts.

4. All covered personnel, hired prior to January 1, 1988 may request approval of the BOROUGH to terminate work prior to retirement by the length of time equal to accrued vacation time and/or up to 130 days accrued sick leave with pay. Except that all Employees hired between January 1, 1988 and December 31, 1991 shall only be entitled to request approval of the BOROUGH to terminate work prior to retirement by the length of time equal to accrued vacation time and/or up to 65 days accrued sick leave with pay. This provision does not apply to employees hired after January 1, 1992. Should any Court ruling or Administrative decision invalidate this paragraph, then same prospectively will be of no force and effect and will be severed from this agreement.

5. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease and may include absence due to illness in the immediate family of the Employee requiring attendance upon a member of the immediate family.

ARTICLE XI: WORK INCURRED INJURY

1. Where an Employee covered under this Agreement suffers a work-connected injury or work-connected disability, the BOROUGH shall continue paying such Employee his normal take-home pay during the continuance of such Employee's inability to work up to a maximum of ninety (90) calendar days. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the BOROUGH; in the alternative, the BOROUGH may pay such Employee the difference between normal take-home pay and the temporary disability Workmen's Compensation awarded up to a maximum of ninety (90) calendar days. These payments shall not be chargeable to the Employee's sick leave.

Notwithstanding the aforesaid, pension and retirement fund payments paid by the BOROUGH shall continue to be computed and paid as though the Employee were receiving full pay.

2. In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the BOROUGH or by its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgement in the Division of Workmen's Compensation establishing such further period of disability and such findings by the Division of Workmen's Compensation or the final decision of the last reviewing Court shall be binding upon the parties.

3. In the event a dispute arises as to whether an absence shall be computed or designated as sick leave time or as to work-connected injury, the parties agree to be bound by the decision of an appropriate Workmen's Compensation Judgement, or if there is an Appeal therefrom, the final decision of the last reviewing Court.

ARTICLE XII: PERSONAL LEAVE

1. Personal leave may be granted by the Department Superintendent, if he deems the same appropriate. Permission from the Department Superintendent shall not be unreasonably denied.

2. Employees must give their superior notice of their intention to take personal leave time as soon as possible.

3. Personal leave time under this Article shall be granted in units of not less than one (1) hour for each occasion.

ARTICLE XIII: BEREAVEMENT LEAVE

1. All permanent full-time Employees covered by this Agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family within the State of New Jersey and up to five (5) days leave if outside the State with the consent of his superior or his designated representative.

2. Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of an Employee or of the Employee's spouse.

3. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

4. Any extension of absence under this Article, however, may be had with the consent of the Department Superintendent, to be charged against available vacation time or at the Employee's option be taken without pay of a reasonable period, said period not to exceed ten (10) days.

5. In the event of the death of any Employee, the BOROUGH will grant one funeral leave to four (4) co-Employees of the deceased, to be chosen by the Employees, with the reasonable approval of the Department Superintendent as to personnel, for purposes of their attending such deceased Employee's funeral service and burial.

ARTICLE XIV: LEAVE OF ABSENCE

This provision shall be governed by N.J.S.A.4A:6-1.1. The Employee shall submit in writing all facts bearing on the request to his superior or the superior's designated representative, who shall append his recommendations and forward the request to the BOROUGH. The BOROUGH shall consider each case on its merits and without establishing a precedent. The BOROUGH's decision shall be non-grievable.

ARTICLE XVI: SALARIES

1. The base salaries for the calendar years 1992, 1993 and 1994 shall be as set forth in Schedule "B". The base salaries for the calendar year 1992, 1993 and 1994 are subject to renegotiation if not ratified by the Governing Body of the BOROUGH in accordance with Article XXIV;

2. An Employee's initial anniversary date is established at the time of hiring or rehiring. Those hired prior to June 30 will observe January 1 of the same year as their anniversary date. Those hired or rehired after June 30 will observe July 1 of the same year as their anniversary date. Anniversary dates may be altered by subsequent promotions or dates on which an Employee is rehired. Anniversary dates designate the date on which increment may become effective and may not be less than one (1) year.

ARTICLE XVI: MEDICAL COVERAGE

The BOROUGH will provide and pay for Blue Cross, Blue Shield, Rider D and Major Medical Insurance for Employees covered by this Agreement and their families, or similar type coverage with the same or substantially similar benefits as are available under the State Health Benefits Plan.

All eligible Employees will be covered by Group Family Dental Plan, Inc., Intermediate Plan II-V or such other similar plan that is mutually acceptable.

ARTICLE XVII: INSURANCE

The BOROUGH will provide insurance coverage to Employees covered under this Agreement, protecting them from civil suits arising out of the performance of their duties.

ARTICLE XVIII: SENIORITY: LAYOFF: PROMOTIONS: TRAINING

1. In the event the BOROUGH deems it advisable or necessary to lay off any Employees, the Employees first laid off shall be those with the least seniority. Such Employees shall be placed on a re-employment list and in the event the BOROUGH should rehire any Employees, the persons first rehired shall be those with the greatest seniority.

2. The BOROUGH may permit one (1) Employee in the Department to attend a mechanic's school or school for other job-related subjects either in his spare time or on a leave of absence granted by the BOROUGH without pay. The decision of the BOROUGH shall be non-grievable. The ASSOCIATION shall submit names of all Employees in the Department who are interested in attending school to the Superintendent of the Department and the Superintendent of the Department, with the consent of the Governing Body of the BOROUGH, shall choose such persons on the list to attend the authorized and approved mechanic's, etc. school. Upon successful completion of the approved course, and such Employee's return to employment with the BOROUGH, the BOROUGH shall reimburse such Employee for the cost of such course.

3. The BOROUGH, or the Superintendent, if so authorized by the BOROUGH may permit Employees to attend occasional seminars and courses for periods of not more than two (2) weeks each year and one or two day refresher courses designed to increase an Employee's existing skills or to obtain additional skills, upon BOROUGH time and with pay. The decision of the BOROUGH or the Superintendent, as the case may be shall be non-grievable.

ARTICLE XIX: MILITARY LEAVE

Military leave for the Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

ARTICLE XX: PENSION

1. The BOROUGH shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

2. The BOROUGH will pay to the appropriate Retirement Fund all required amounts.

ARTICLE XXI: GRIEVANCE PROCEDURE

A "grievance" is hereby defined as any difference or dispute between the BOROUGH and the Employee covered by this Agreement by means of which such Employee or representative of such Employee may appeal the interpretations, application or violation of policies, agreements and administrative decisions affecting the Employees' terms and conditions of employment.

Step 1: The aggrieved Employee or the ASSOCIATION representative designated shall present and discuss the grievance with his immediate supervisor within five (5) working days of the occurrence of the same. The name of any such designated representative shall be immediately communicated to the Employer. Any grievance not presented within five (5) working days of occurrence is deemed waived. The immediate supervisor must reply to the grievance within two (2) working days of its presentment to him.

Step 2: If the grievance is not settled at Step 1, it shall be reduced to writing by the aggrieved party within five (5) working days of the reply from the supervisor. One copy shall be given to both the Borough Administrator and the head of the department involved. The department head and the ASSOCIATION representative shall meet within five (5) working days of the receipt of the written grievance to attempt to settle the grievance. Any grievance not reduced to writing and presented to the department head and the Borough Administrator within five (5) working days of the failure to settle pursuant to Step 1 is deemed waived. A written receipt will be given by the Borough Administrator.

Step 3: If after completion of Step 2 the parties have not arrived at a mutually satisfactory settlement of the grievance, then a meeting shall be arranged between the representative of the ASSOCIATION, the aggrieved Employee and the Borough Administrator of the Borough of Waldwick with the object of settling the grievance. Both parties may consult with other persons as they deem necessary. The parties shall meet within seven (7) working days of completion of Step 2. They may, however, by written mutual consent extend the time to meet.

Nothing contained in this Article shall limit the right of an Employee to process his own grievance provided, however, the ASSOCIATION shall be notified by the BOROUGH of all such situations and shall have the right to be present during the same, and further provided, that any agreement reached with any such Employee shall not violate this Agreement.

Failure to proceed with the times set forth in this Article shall be conclusively deemed a waiver of the right to grieve and the right to a determination.

All management rights and prerogatives shall be excluded from the grievance procedure contained in this Article unless specifically included hereinafter.

ARTICLE XXII: ARBITRATION

1. If a grievance is not settled pursuant to Article XXI, such grievance shall at the request of the BOROUGH or the ASSOCIATION be referred to the Public Employment Relations Commission for selection of an Arbitrator according to its rules. Such referral must be made within seven (7) working days of the failure to settle the grievance under Step 3. Failure to proceed with the time set forth for arbitration shall be conclusively deemed a waiver of the right to arbitration.

2. The decision of the Arbitrator shall be non-binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

3. It is expressly agreed that all managerial rights and prerogatives are not subject to arbitration.

4. It is understood that no arbitration case under this Agreement shall be heard within 31 days of the filing of the grievance. If an Employee files an appeal to the Civil Service Commission, he must abandon the arbitration proceeding.

ARTICLE XXIII: OTHER MISCELLANEOUS PROVISIONS

1. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be ruled invalid by a Court of Law or Administrative Body having jurisdiction over the BOROUGH and its Employees, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. If any such provisions are determined to be

invalid, the BOROUGH and the ASSOCIATION will meet for the purpose of negotiating changes caused thereby.

2. The failure of either party to pursue any rights granted herein shall not be deemed to be a waiver of such party's exercise thereof in the future.

3. As a result of the effect of this Agreement upon past practices, no Employees shall be required to reimburse the BOROUGH for any greater benefits which may have been granted prior to the execution of this Agreement. Nothing herein contained shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Employee benefit existing prior to the effective date hereof.

ARTICLE XXIV: DURATION

1. This Agreement shall be effective as of January 1, 1990 but only if ratified by the membership of the ASSOCIATION and the Governing Body of the BOROUGH, and when it becomes effective, it shall remain in full force and effect until and including December 31, 1994.

2. All notices required to be sent hereunder shall be deemed to be properly served upon the ASSOCIATION by mailing the same, certified mail, return receipt requested, to the President of the ASSOCIATION, or any member of the Executive Committee or by personal service on any of such persons and receipt of a signed, dated receipt for the same from such person. Service of notices on the BOROUGH, or any superior or the Administrator upon whom the same is required pursuant to the provisions of this Agreement, shall be made by certified mail, return receipt requested, or by personal service upon such person, or to the Borough Clerk at the Municipal Building provided there is obtained a signed dated receipt. The ASSOCIATION shall notify the BOROUGH of the name and address of each of its officers and the members of its Executive Committee and of any changes therein during the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have entered their hand and seal this _____ day of _____, 1992.

Paula M. Jaegge
Paula M. Jaegge
Municipal Clerk

BY: Rick Vander Wende
Rick Vander Wende, Mayor

WITNESS:

As to Waldwick Public
Works Employees Association

WALDWICK PUBLIC WORKS
EMPLOYEES ASSOCIATION

Paula M. Jaegge

Charles J. Joaz
Bruce [unclear]
Albert [unclear]

SCHEDULE "A"

VACATION

1-6 years of service.....12 working days per year
7-14 years of service.....18 working days per year
15 years of service or more.....24 working days per year

SCHEDULE "B"

SALARIES

EMPLOYEES HIRED PRIOR TO JANUARY 1, 1992

	<u>1991 BASE</u>	<u>1992 SALARY</u>	<u>1993 SALARY</u>	<u>1994 SALARY</u>
Foreman	\$39,852	\$41,845	\$43,937	\$46,134
4th Yr. Repairman	37,088	38,942	40,889	42,933
3rd Yr. Repairman	33,594	35,274	37,038	x
2nd Yr. Repairman	29,852	31,345	x	x
1st Yr. Repairman	24,618	x	x	x

EMPLOYEES HIRED AFTER JANUARY 1, 1992

	<u>1992 SALARY</u>	<u>1993 SALARY</u>	<u>1994 SALARY</u>
6th Yr. Repairman	\$30,000	\$31,500	\$33,075
5th Yr. Repairman	28,000	29,400	30,870
4th Yr. Repairman	26,000	27,300	28,665
3rd Yr. Repairman	24,000	25,200	26,460
2nd Yr. Repairman	22,000	23,100	24,255
1st Yr. Repairman	20,000	21,000	22,050

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this *24* day of *Aug*, 1992 before me the subscribed, a Notary Pubic of the State of New Jersey, personally appeared *Rick Vander Wende* who being by me duly sworn on her oath says that she is the Borough Clerk of the Borough of Waldwick, the Borough named in the foregoing Instrument; and she well knows the corporate seal of said Borough of Waldwick; that the seal affixed to said Instrument is the corporate seal of the said Borough of Waldwick that the seal was so affixed and the said Instrument signed and delivered by _____ who was at the date thereof the Mayor of said Borough of Waldwick, in the presence of this deponent; the said Mayor, at the same time, acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said Borough of Waldwick, by virtue of authority from its governing body and that deponent; at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof.

Rick VanderWende

Sworn and subscribed to
before me this *24* day of
Aug, 1992.

Paula M. Jaegge

PAULA M. JAEgge
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT 11, 1993

STATE OF NEW JERSEY)
) SS:
COUNTY OF BERGEN)

BE IT REMEMBERED that this *24* day of *August*, 1992 before me, the subscriber, a Notary Public of the State of New Jersey personally appeared *Charles J. JOAQUIN, ALBERT D'ANNIBALE BARRY L. ACKERMAN* Bargaining Agents of the Waldwick Public Works Employees Association, who, I am satisfied are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered same as their act and deed, for the uses and purposes therein expressed.

Paul M. Jayge